

LEASE AGREEMENT

THIS LEASE AGREEMENT MADE THIS 13th DAY OF January 2020, by and between 42ND STREET, LLC d/b/a PALM COURT, ("Landlord") and Ultra Vision Corporation ("Tenant").

In consideration of the demised premises and the following covenants and agreements, Landlord and Tenant agree as follows:

ARTICLE ONE - FUNDAMENTAL LEASE TERMS. The terms described in this Article 1 shall have the following definitions for purposes of this Lease, except as modified herein.

LANDLORD: 42ND STREET, LLC d/b/a
PALM COURT
11911 US Highway 1, Suite 206
North Palm Beach, Florida 33408

TENANT: Ultra Vision Corporation
11770 U.S. Highway 1, Suite 302e
North Palm Beach, FL 33408

DEMISED PREMISES: 11911 US Highway 1, Suites 203-204, North Palm Beach, Florida 33408, as more particularly described in EXHIBIT A (the "Building" and the "Real Property").

TERM:	Three (3) Years
LEASE COMMENCEMENT DATE:	February 1st, 2020
RENT COMMENCEMENT DATE:	February 1st, 2020
LEASE TERM EXPIRATION DATE:	January 31st, 2023
BASE RENT: <small>(Subject to adjustments herein described)</small>	\$3,610.00
ADDITIONAL RENT: CAM/OE & TAXES: <small>(Tenant's share of Landlord's operating expenses)</small>	\$1,390.00
SUB-TOTAL:	\$5,000.00
SALES TAX:	\$ 325.00
TOTAL MONTHLY RENT:	\$5,325.00
SECURITY DEPOSIT:	\$6,000.00 + \$5,000.00 (Last Month) = \$11,000.00
PREPAID RENT: (First Month February 2020)	\$5,325.00
SQUARE FOOTAGE: (Demised Premises)	2,805 sq. ft.
TENANT'S PROPORTIONATE SHARE:	6.08%
TENANT'S PERMITTED USE:	Medical Equipment Distribution
GUARANTOR(S): (Exhibit E)	Guy W. Scott / Helen E. Scott
OPTIONS(S) TO EXTEND INITIAL TERM:	See Option Rider attached EXHIBIT F.

ADDITIONAL TERMS:
Landlord and Tenant agree to the following additional Terms and Conditions:

ARTICLE TWO - DEMISE. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord for the Term (as hereinafter defined) the Premises subject to all of the terms, covenants and conditions of this Lease. Tenant shall use the Premises for the Premises Use and for no other purpose whatsoever. Tenant shall maintain the interior of the Premises in a clean, neat and orderly manner, and there shall be neither storage of boxes nor restrooms and/or kitchens visible from the exterior of the Premises at any time. As used herein, "Square Feet" shall be determined by calculating the area bounded by all Exterior and Interior Leaselines (as hereinafter defined), shall include any mezzanine or upper level within the Premises, and shall include a gross up as Tenant's pro rata share (as determined by Landlord) of Common Areas used for the overall operations of the Center wherever located. As used herein, "Interior Leaseline" shall mean the center line of the interior walls adjoining or separating the Premises, and "Exterior Leaseline" shall mean the further of either (a) the exterior building line (exterior face of walls, doors, or windows), or (b) the exterior column lines. If a portion of the Premises is recessed from an Exterior Leaseline, such recess shall be included in the measurement of Square Feet for measurement purposes only. The initial Square Feet of the Premises is set forth in Article 1. As used in the Lease, "Term" shall mean the period between the Commencement Date and Expiration Date, as may be extended, if applicable.

ARTICLE THREE - RENT. Tenant shall pay Landlord at the above address and without demand or offset Base Rent, CAM, Real Estate Taxes and along with all other amounts payable to Landlord under this Lease ("Additional Rent") (collectively, "Rent") beginning on the Rent Commencement Date and on the first (1st) day of each succeeding month during the Term, in advance in equal monthly installments, subject to rent adjustment in accordance with Article 4 herein. The initial Base Rent and initial CAM/Real Estate Tax payments are set forth in Article 1 of this Lease. If the Rent Commencement Date commences on any day other than the first (1st) day of a month or the Term expires on a day other than the last day of a month, as applicable, Tenant shall pay Landlord Rent as provided for herein for such month, as applicable, on a pro-rated basis (such pro-ration to be based on the actual number of days in the applicable month). In addition to Rent, Tenant shall and hereby agrees to pay to Landlord each month a sum, as Additional Rent, equal to any sales tax, tax on Rent, and any other charges, taxes and/or impositions now in existence or hereafter imposed based upon the privilege of renting the Premises or upon the amount of Rent required to be paid by Tenant. If any payment to Landlord remains unpaid for seven (7) days after its due date, a late charge of 5% per month of the amounts remains unpaid shall be owed to compensate Landlord for the costs associated with processing late payments. In addition, any payments not received by Landlord within thirty (30) days after they are due shall bear interest at 18% per annum. This provision for the accrual of interest shall not alter or affect any of Landlord's other rights or remedies under this Lease. If any check given as Rent is uncollectible, for any reason, a cashier's check must be provided at once, and Tenant shall pay, as Additional Rent, all related costs. If more than two (2) of Tenant's checks are dishonored by Tenant's bank, for any reason, or a Late Charge is payable hereunder for two (2) monthly installments of Rent, then Landlord, in its sole discretion, may require all future Rent to be paid by cashiers check or money order only and may also require that Rent shall become due and payable quarterly in advance, rather than monthly, notwithstanding anything in this Lease to the contrary. Notwithstanding anything to the contrary herein, Tenant shall be in default under this Lease if any payment of Rent is not made by Tenant at the time stipulated, and neither demand nor collection of a late and/or interest charge shall be construed as a cure of such default on the part of Tenant.

ARTICLE FOUR - ADJUSTMENTS TO BASE RENT, CAM AND REAL ESTATE TAXES.

A. Adjustments to Base Rent. Commencing with the first (1st) month of the second (2nd) Lease Year (as hereinafter defined) and annually thereafter during the Term, the annual Base Rent shall be increased by three percent (3%) per annum. As used herein, "Lease Year" shall mean, for the first Lease Year the period commencing on the Commencement Date and ending on the last day of the month which occurs twelve (12) consecutive months thereafter, and thereafter each Lease Year shall be the each succeeding twelve (12) consecutive month period. The adjusted annual Base Rent shall be paid by Tenant to Landlord without notice or demand with respect to such adjustment and in accordance with the provisions of Article 3 above as if such adjusted Base Rent was the amount initially reserved herein as Base Rent.

B. Cam And Real Estate Taxes.

1. Real Estate Taxes: In addition to Base Rent, Tenant shall pay to Landlord, as Additional Rent, Tenant's Proportionate Share of Real Estate Taxes (as hereinafter defined) upon demand. As used herein, "Real Estate Taxes" shall mean all Landlord's real estate and personal property taxes, assessments (including, but not limited to, all assessments for public improvements or benefits), water, sewer, solid waste and other rents, rates and charges, charges for public utilities, excises, levies, license, permit and inspection fees and other governmental charges, general and special, ordinary and extraordinary, foreseen and unforeseen, of any kind and nature whatsoever, which during the Term may have been or may be assessed, levied, confirmed, imposed upon, or become due or payable out of or in respect of, or become a lien on, the Building and the Center including, without limitation, any and all penalties and/or interest with respect to the foregoing. Nothing herein contained shall require Tenant to pay income taxes assessed against Landlord, or any franchise, excess profits, estate succession, inheritance or transfer taxes of Landlord, unless such taxes are imposed or levied upon or assessed as a total or partial substitute for, or in lieu of, any other Real Estate Taxes required to be paid by Tenant. Upon request to be made not more than once per Lease Year, Tenant shall furnish to Landlord, Official receipts or other satisfactory proof evidencing payment of the Real Estate Taxes, if any are paid directly by Tenant. Taxes may be calculated and estimated in advance and shall be paid monthly on account. Landlord reserves the right from time to time to revise its estimate of Real Estate Taxes, and Tenant shall pay upon demand on account the difference in the monthly estimates which may be due as of such revision, and thereafter shall pay on account the revised monthly estimated amount.

2. Common Area Operating Expenses: This Lease shall be considered a triple net lease for the benefit of Landlord. In addition to Base Rent, Tenant shall pay to Landlord, as Additional Rent, Tenant's Proportionate Share of all costs and expense of every kind and nature as may be paid or incurred by Landlord during the Term (including appropriate reserves) for operating, managing, equipping, lighting, repairing, replacing, and maintaining the Building, Common Areas (as hereinafter defined) and the Center (collectively, the "CAM") including, without limitation, management, maintenance and repair; cleaning; costs and expenses of landscaping; parking lot repairs and replacement, roofing repairs and replacement; water, electrical, sewage and solid waste charges; maintenance of signs (other than Tenant signs); management office rent; insurance premiums (including amounts that would be charged as premiums if Landlord self-insures any amount of the risks) for liability, property damage, fire, hurricane, workmen's compensation and any other insurance which Landlord determines is desirable or necessary; wages; unemployment taxes; social security taxes; assessments attributable to Common Areas; personal property taxes, fees for required licenses and permits; fifteen percent (15%) of the total CAM for Landlord's administrative and overhead costs; supplies; reasonable depreciation of equipment and fixed assets used in the operation; but for the purpose of this calculation there shall be excluded principal and interest payments pursuant to any mortgage on the Center.

3. Tenant's Proportionate Share and Payment - Tenant's Proportionate Share shall be the ratio that the Square Feet of the Premises bears to the total Square Feet of all buildings in the Center. Tenant's initial Proportionate Share as of the Commencement Date is set forth in Article 1. Tenant's Proportionate Share of CAM/Real Estate Taxes shall be paid by Tenant in monthly installments along with Base Rent on the first day of each calendar month beginning on the Rent Commencement Date (prorated for any fractional month) in advance, in an amount estimated by Landlord. Landlord reserves the right from time to time to revise its estimate of CAM/Real Estate Taxes, and Tenant shall pay upon demand on account the difference in the monthly estimates which may be due as of such revision, and thereafter shall pay on account the revised monthly estimated amount. Landlord shall furnish to Tenant a statement in reasonable detail of the actual CAM/Real Estate Taxes paid or incurred by Landlord during the preceding calendar year, prepared by Landlord's accountant in accordance with general accounting principles consistently applied, and thereupon there shall be an adjustment between Landlord and Tenant, with payment to or repayment by Landlord, as the case may require, to time end that Landlord shall receive the entire amount of Tenant's Proportionate Share of CAM/Real Estate Taxes for such period and no more. Any required payment by Landlord may be accomplished, at Landlord's option, by crediting the amount of overpayment against Rent and other charges which may be or become owed by Tenant. Such statement shall be deemed conclusive between the parties, thirty (30) days after submission of Landlord's statement.

ARTICLE FIVE - DEPOSIT. Tenant, concurrently with the execution of this Lease, shall deposit with Landlord the Deposit, to be retained by Landlord as security for the payment by Tenant of the Rents and all other payments herein agreed to be paid by Tenant, and for the faithful

performance by Tenant of the terms, covenants and conditions of this Lease. It is agreed that Landlord, at Landlord's option, may at the time of any default of Tenant under any of the terms, covenants or conditions of the Lease apply said sum or any part thereof toward the payment of the Rent, and towards the performance of each and every one of Tenant's covenants under this Lease, but such covenants and Tenant's liability under this Lease shall thereby be discharged only pro tanto that Tenant shall remain liable for any amounts that such sum shall be insufficient to pay; that Landlord may exhaust any and all rights and remedies against Tenant before resorting to said sum, but nothing herein contained shall require or be deemed to require Landlord so to do. In the event Landlord uses or applies the Deposit, as provided for above, Tenant shall immediately restore the Deposit to its original amount upon written demand by Landlord to do so. In the event and/or to the extent that the Deposit shall not be utilized as set forth above, it shall be returned by Landlord to Tenant within thirty (30) days after the expiration of the Term, and only after Tenant having satisfied all of its terms, covenants and conditions of this Lease. Landlord shall not be required to pay Tenant any interest on the Deposit. The Deposit may be com-mingled by Landlord with its own funds. Tenant further acknowledges that the Deposit is not to be construed as prepaid Rent by Tenant for, or any rental period of the Term.

ARTICLE SIX - DELIVERY OF PREMISES, ALTERATION, ADDITIONS OR IMPROVEMENTS.

A. **Landlord's Improvements.** Unless specified in EXHIBIT B ("Landlord's Improvements"), Landlord shall not be obligated to make the improvements to the Premises for Tenant's occupancy thereof. Tenant acknowledges that it is accepting the Premises in its "AS IS, WHERE IS" condition and with all improvements in its as-configured condition. Landlord makes no representation or warranty as to the condition of the Premises or any improvements thereon and any deficiency in the Premises or the improvements shall not be a condition of terminating this Lease or an abatement, offset or diminution of Rent.

B. **Condition of Premises.** Tenant agrees to maintain the Premises and return them to Landlord at the expiration or earlier termination of this Lease in the same condition, order and repair as on the Commencement Date, subject to reasonable wear and alterations or improvements permitted hereunder. Tenant shall, at all times during the Term, maintain the interior of the Premises in good operating condition including, but not limited to, the air conditioning, electrical and plumbing systems serving the Premises. Landlord shall be responsible for any maintenance and repair to the roof and structure of the Premises, except if any damage or repair thereto is caused by the act, omission, negligence or misconduct of Tenant, or its agents, employees, invitees, contractors, permitted subTenants or customers, then Tenant shall be responsible for the costs and expenses arising therefrom. Tenant, at Tenant's expense, agrees to maintain, repair and replace the air-conditioning equipment serving the Premises. Tenant further agrees, at Tenant's expense, to keep in force a comprehensive maintenance agreement, with a reputable contractor reasonably acceptable to Landlord on all air conditioning equipment, and to provide to Landlord a copy of such comprehensive maintenance agreement.

C. **Alterations.** Except for the improvements described in EXHIBIT C ("Tenant's Improvements"), which Tenant hereby agrees to complete prior to occupancy, Tenant shall not make any alterations, additions or improvements (collectively, "Alterations") to the Premises without the prior written consent of Landlord. All Alterations, including without limitation, partitions and air conditioning ducts or equipment (except movable furniture and fixtures installed at Tenant's expense removable without damaging the Center or the Premises) shall be done in a good and workmanlike manner with new first quality materials and performed in compliance with all applicable governmental requirements using contractors approved in advance by Landlord which are licensed to conduct business in Florida. Before commencing any Alterations, Tenant shall obtain Landlord's approval of all plans and specifications for such Alterations, and shall provide Landlord with a lien and completion bond sufficient to protect Landlord's interest in the Premises and Center from any contractor and material men liens in form satisfactory to Landlord in an amount not less than one hundred fifty percent (150%) of the total estimated cost of such Alterations. All Alterations and fixtures shall become the property of the Landlord, not subject to Landlord's waiver, and remain upon the Premises as a part thereof; and be surrendered with the Premises at the termination of this Lease. Landlord reserves the right to require Tenant, at Tenant's expense, to remove all or any part of any Alterations and fixtures to the Premises whether made by Tenant or by Landlord on behalf of Tenant's occupancy at time expiration or earlier termination of this Lease.

ARTICLE SEVEN - SIGNS. Tenant shall not erect any signs on the Premises (including, but not limited to, any lettering on any glass windows) or the Building in which the Premises are located or on any part of the Center without the prior written consent of Landlord, which may be withheld in Landlord's sole discretion. Tenant must install signs pursuant to Landlord's sign specifications within thirty (30) days after Tenant opens for business. All signs permitted by Landlord shall be constructed, installed and maintained in good condition and repair by Tenant, at Tenant's sole cost and expense, in compliance with all applicable governmental requirements including, without limitation, all approvals required therefrom. At the Expiration Date or earlier termination of this Lease, Tenant, at Tenant's sole expense, shall remove all of its signs and repair any damage caused by said removal.

ARTICLE EIGHT - INSURANCE AND INDEMNITY.

A. **Amounts and Types.** Effective on the Commencement Date and at all times during the Term, Tenant, at its own cost and expense, shall cause policies of insurance to be written and maintained as follows:

(1) commercial general liability insurance against claims for personal injury, bodily injury, death and property damage occurring on, in or about the Premises, including, without limitation blanket contractual liability coverage and automobile liability (owned, non-owned and hired) coverage, with a combined single limit policy to of not less than One Million Dollars (\$1,000,000.00), and Landlord and its mortgage to be named additional insured;

(2) all risk coverage insurance in form satisfactory to Landlord including without limitation, flood and hurricane coverage, covering all fixtures, furnishings, wall covering, carpeting, drapes, equipment, inventory and all other items of personal property of Tenant which Tenant may bring or maintain upon the Premises and on all improvements including, without limitation, Landlord's Improvements, Tenant's Improvements and Alterations, to the Premises in an amount not less than One hundred percent (100%) of full replacement value thereof. It is the Tenant's sole obligation to insure its personal property located within the Premises. Landlord shall not be responsible for a aforementioned property;

(3) "plate glass" insurance against damage to or breakage of any exterior glass of the Premises in an amount equal to one hundred percent (100%) of the full insurable value of all the exterior glass of the Premises;

(4) such other insurance and in such amounts as may from time to time be required by Landlord against such other insurable hazards as at the time are commonly insured against in the case of other premises similarly situated or similarly encumbering the Premises or any portion thereof;

(5) worker's compensation insurance for its employees in statutorily required amounts, with employer's liability insurance having minimum limits of \$500,000.00

(6) business interruption insurance with limit of liability representing loss of at least approximately eighteen (18) months of

Rent; and

(7) notwithstanding the policy limits stated herein, in no way shall such policy limits be construed to limit Tenant's liability under this Lease to the amounts of such limits.

B. **Terms.** All of Tenant's insurance companies must be financially sound, authorized to conduct business within the State of Florida and be acceptable to Landlord. Each policy shall be on an occurrence basis and shall include the Landlord and Landlord's lender and management company as additional insureds. Each policy required to be maintained hereunder shall provide that Landlord shall receive thirty (30) calendar days advance written notice in the event of a cancellation of or change in such policy. Tenant shall provide Landlord with certificates of insurance prior to the Commencement Date and upon the renewal of each such policy during the Term evidencing the coverage required hereunder with evidence of premium paid. If an aggregate amount of coverage applies to any of the policies affording the above mentioned coverage(s), the limits of insurance

required under this Lease shall not be impaired by any losses under the policy(s). Tenant's insurance shall be deemed primary and amounts of insurance required shall be wholly allocated to this Lease. Each policy shall include a waiver of subrogation clause in favor of Landlord.

C. **Restrictions.** Tenant agrees that it will not keep, use, sell or offer for sale in or upon the Premises any article which may be prohibited by Landlord's fire insurance policy. If the conduct of Tenant, or any acts or omissions of Tenant, shall cause or result in any increase in premiums for insurance carried by Landlord, whether or not Landlord allows such act or omission to continue, Tenant shall pay any increase in premium. If Tenant fails to take out or maintain any insurance required hereunder, Landlord has the right, but not the obligation, to effect such insurance at the sole cost and expense of Tenant as Additional Rent.

D. **Indemnification.** Tenant covenants and agrees to save Landlord, its subsidiaries, affiliates, property manager and employees harmless and to fully and completely indemnify them and hold them harmless from and against any and all cost, expense or liability of any kind whatsoever (including attorney's fees and costs of litigation) arising from or claimed to have arisen from any act or omission (including negligent acts or omissions) of Tenant, its contractors, employees, agents, representatives and invitees, and these indemnity and hold harmless provisions shall survive the expiration or earlier termination of this Lease.

ARTICLE NINE - DESTRUCTION OR PARTIAL DESTRUCTION. In the event the Premises shall at any time during the Term be destroyed or so damaged or injured by fire or other casualty, and shall be rendered untenantable as determined by Landlord, Landlord shall have the right to render said Premises tenantable by repairs within one hundred eighty (180) days from the date of Landlord's receipt of adequate insurance proceeds. If the Premises are not rendered tenantable within said time, either party may cancel this Lease upon written notice to the party within ten (10) days after said one hundred eighty (180) day period. In the event of any such damage or destruction, Rent shall be abated as to the portion of the Premises rendered completely untenantable until the date of repair. Tenant shall provide immediate notice to Landlord of any damage, destruction, fire or other casualty to the Premises.

ARTICLE TEN - EMINENT DOMAIN. In the event that an action is brought for eminent domain with respect to the entire or any portion of the Center or Premises, Landlord shall have the right, in Landlord's sole discretion, to terminate this Lease, and Tenant waives any right to (and shall not be permitted to) file a claim with respect to the taking.

ARTICLE ELEVEN - COMPLIANCE WITH LAWS AND RULES AND REGULATIONS.

A. **General.** During the Term, Tenant shall, at its own cost and expense promptly observe and comply with all present and future laws including without limitation the Americans With Disabilities Act, ordinances, requirements, orders, directions, rules and regulations of federal, state, county and municipal governments and of all insurance companies writing policies covering the Premises, the Building, or any part thereof.

B. **Restrictions, Rules and Regulations.** Tenant shall observe and comply with (i) all restrictions, limitations and other matters now or hereafter of public record affecting all, or any portion, of the Premises, Building, or the Center; (ii) the Rules and Regulations ("Rules and Regulations") hereinafter set forth; (iii) such further or amended rules and regulations as Landlord may prescribe, for the safety, care and cleanliness of the Building and the Common Areas; and the comfort, quiet, and convenience of other occupants of the Building. A copy of the Rules and Regulations now existing is attached hereto and made a part hereof as Exhibit "D". Landlord reserves the right to amend and modify said Rules and Regulations at any time as Landlord in its sole discretion may deem necessary.

ARTICLE TWELVE - LIENS. Notwithstanding any provision of this Lease to the contrary, Tenant shall never, under any circumstances, have the power to subject the interest of Landlord in the Premises or the Center to any liens of any kind nor shall any provision in this Lease ever be construed as empowering Tenant to encumber or cause Tenant to encumber the title or interest of Landlord in the Premises or the Center. In order to comply with the provisions of Section 713.10 Florida Statutes, it is specifically provided that neither Tenant nor anyone claiming by, through or under Tenant, including, without limitation, contractors, subcontractors, material men, mechanics and laborers, shall have any right to file or place any kind of lien whatsoever upon the Premises or the Center, and any such liens are specifically prohibited. All parties with whom Tenant may deal are put on notice that Tenant has no power to subject Landlord's interest to any claim or lien of any kind or character, and all such persons so dealing with Tenant must look solely to the credit of Tenant, and not to Landlord's interest or assets. Tenant shall put all such parties with whom Tenant may deal on notice of the terms of this Article. If at any time a lien or encumbrance is filed against the Premises or the Center as a result of Tenant's work, materials or obligations, Tenant shall promptly discharge said lien or encumbrance, and if said lien or encumbrance has not been removed within ten (10) days from the date it is filed, Tenant agrees to deposit with Landlord cash in an amount equal to one hundred fifty percent (150%) of the amount of any such lien or encumbrance, to be held by Landlord (without interest to Tenant) until any such lien or encumbrance is discharged.

ARTICLE THIRTEEN - UTILITIES. Landlord will furnish to the Premises, as part of CAM, water and trash removal services based on normal, customary and reasonable quantities for general use of premises similar in size and geographical area to the Premises and not based on the particular use of the Premises by Tenant even if such particular use is permitted hereunder. Any additional quantities used by Tenant, as determined by Landlord in its sole discretion, shall be charged as Additional Rent. Landlord will also provide electricity and telephone service to the Building; however, Tenant shall be responsible for any meter, hook-up or other installation charges and shall ensure that Tenant's consumption of these utilities is separately metered or charged to Tenant. If any of said charges to be paid by Tenant remain due and unpaid for a period of fifteen (15) days after the same shall have become due, this shall constitute a default by Tenant under this Lease. It is understood that Landlord does not warrant that any of the services referred to above, or any other services that Landlord may elect to supply, will be free from interruption, and Tenant acknowledges that one or more of such services may be suspended by reason of accident, repairs, alterations, improvements, strikes, lockouts, by reason of operation of law, or causes beyond the control of Landlord without offset or abatement and without constituting an actual or constructive eviction. Tenant agrees to hold Landlord harmless if said interruption occurs.

ARTICLE FOURTEEN - ELECTRIC AND OTHER EQUIPMENT. Tenant shall not install or maintain in or at the Premises any electrical or other energy source operated equipment, machinery or heavy equipment except light office machines or computers, or exceed the capacity of any utility risers or feeders, without first obtaining the written consent of Landlord. Landlord may condition such consent upon Tenant's paying for any excess cost and/or charges occasioned by the installation and/or operation of said items as Additional Rent. Tenant agrees to install additional electrical service to accommodate any excess requirements.

ARTICLE FIFTEEN - COMMON AREA PARKING.

A. **Common Areas.** All areas within or upon the Building and Center which are not now or hereafter held for lease or occupation by Landlord including, but not limited to, driveways; parking areas; delivery areas; loading docks; sidewalks; ramps; lobbies; arcades; electrical and other utility shafts and rooms; open and closed courts; balls and malls; management office; maintenance garage; landscaped and planted areas; fountain areas; interior and exterior stairways; elevators and elevator shafts; covered walkways; mezzanines, rest rooms not located within the premises of any Tenant; and if not owned by Landlord, leased or controlled by Landlord from time to time but, which are operated as an integral part of the Center and other areas and improvements provided by Landlord for the common use of Landlord and Tenants and their respective employees, and invitees, if any, shall be deemed "Common Areas".

B. **Tenant's Use of Common Areas.** Tenant and its employees and invitees shall be entitled to the non-exclusive use of the Common Areas in common with Landlord and with other persons authorized by Landlord from time to time to use such Common Area, subject to the Rules and Regulations. Notwithstanding the foregoing, Tenant may not without written consent of Landlord which consent may be withheld in Landlord's sole discretion, store any items, including but not limited to, vehicles, trailers, crates and boxes outside the Building or in the Common Areas. Additionally, Tenant may not without prior written consent of the Landlord, which consent may be withheld in Landlord's sole discretion, engage in any work related activities outside of the Premises or in the Common Areas. No vehicle repairs or maintenance shall be allowed in the Center. Tenant and its employees and invitees shall comply with all Rules and Regulations with respect to the Common Area including, without limitation, all parking areas.

C. **Management of Common Areas.** Landlord shall operate, manage, equip, light, repair, and maintain the Common Areas in such

manner as the Landlord may in its sole discretion determine, to be appropriate. Landlord may temporarily close any Common Area for repairs or alterations and to prevent a dedication thereof or the accrual of prescriptive rights therein, or for any other reason deemed sufficient by Landlord. Landlord shall at all times have the sole and exclusive control of the Common Areas and may at any time restrain any use or occupancy thereof except as authorized by the Rules and Regulations. The rights of Tenant in and to the Common Areas shall at all times be subject to the rights of Landlord, the other Tenants of Landlord in the Center and such other people as the Landlord may, in its sole discretion, permit to use the same in common with Tenant.

D. **Parking.** When and to the extent, if any, parking spaces are to be furnished to Tenant as provided in Article One, Tenant and its invitees and licensees, shall park their vehicles only in those spaces in the parking areas as are, from time to time designated for that purpose by Landlord. In the event Landlord elects, in its sole discretion, to limit or control any parking in the Center by invitees, clients, customers or licensees of the Center, whether by sticker, validated parking tickets, or any other method of assessment, Tenant agrees to participate in such program under such Rules and Regulations as are, from time to time, established by Landlord with respect hereto. Landlord will have the right to establish, modify, enforce and to designate and/or reserve parking spaces, to charge for parking and to install and maintain a parking control card or other access system.

ARTICLE SIXTEEN - DEFAULT AND REMEDIES.

A. **Events of Default.** Each of the following shall be a breach of this Lease and a default by Tenant ("Event of Default") hereunder:

(1) The filing of a petition by or against the Tenant or Guarantor for adjudication as a bankrupt under the Bankruptcy Code, as now or hereinafter amended or supplemented or for reorganization or arrangement within the meaning of any Chapter of said Bankruptcy Code; the dissolution of or the commencement of any action or proceeding for the dissolution or liquidation of the Tenant, whether voluntary or involuntary; the appointment of a receiver or trustee of the property of the Tenant or Guarantor. Upon occurrence of any of the aforementioned events, this Lease shall be cancelled.

(2) The taking of possession of the Premises or property of the Tenant upon the Premises by any governmental officer or agency pursuant to any statutory authority for any purpose.

(3) The making by Tenant or Guarantor of any assignment for the benefit of creditors.

(4) Tenant shall fail to pay any installment of Rent at the time and in the amount as herein provided.

(5) The failure of Tenant at any time and from time to time to timely execute and deliver to Landlord a statement pursuant to Article 21 of this Lease.

(6) The failure of Tenant to execute any reasonable document required by Landlord in connection with the sale or transfer of Landlord's interest in the Center.

(7) The allowance of any lien to be filed by any party against the Center or any part thereof or Premises, and Tenant's failure within ten (10) days to cure or satisfy such lien.

(8) Tenant's abandoning or vacating the Premises prior to the end of the Term. In the event Tenant is absent from the Premises for a period in excess of five (5) days at any time when the rent is more than five (5) days overdue, then Tenant shall be conclusively presumed to have abandoned the Premises.

(9) Tenant shall mortgage, assign, sublet or otherwise encumber its leasehold interest other than as specifically permitted under this Lease.

(10) Tenant shall be late a total of three (3) times in any twelve (12) month period in the payment of Rent, or any other sums or charges when due Landlord under this Lease, or shall repeatedly default in the keeping, observing or performing of any other terms, covenants or conditions herein contained to be kept, observed or performed by Tenant (provided notice of such payment or other defaults shall have been given to Tenant, but irrespective of whether or not Tenant shall have timely cured any such payment or other defaults for which notice was given).

(11) The failure by Tenant to perform any other term, covenant or condition of this Lease (i.e. other than those set for items 1-10 above) after ten (10) days written notice to perform has been provided to Tenant.

(12) Notwithstanding any of the aforementioned Events of Default set forth above, the following shall apply: That in the event any Rent payment is not timely made and thereafter remains unpaid on or before the 5th of each month in the full and appropriate amount, Tenant shall be deemed in default of this Lease and the Landlord is thereupon entitled, without any notice to Tenant, to immediately retake possession of the Premises by self help and without the necessity of any court proceedings whatsoever and that in such event Tenant waives any and all objections to same and hold the Landlord harmless for such action, and all of the remedies outlined in B. below shall apply, if applicable.

B. **Remedies.** If any Event of Default as set forth above occurs, Landlord shall have all remedies available to it at law or in equity, under statutory and/or common law, and specifically shall have the following rights and remedies (and all of such rights and remedies shall be deemed separate and cumulative and the election of any one remedy shall not exclude any other remedy):

(1) Landlord may recover possession of the Premises, through appropriate legal proceedings, if necessary, with or without terminating this Lease, at the option of Landlord. Landlord shall not be required to notify Tenant of its election to terminate this Lease and Tenant hereby expressly waives such notice; however, Landlord will give Tenant written notice specifying the date on which the Lease has been terminated, if Landlord elects to terminate this Lease.

(2) After recovery of possession of the Premises, Landlord shall have the right, but not the obligation to relet the Premises or any part or parts thereof and shall receive and collect the rents therefor applying the same first to the payment of such expenses and attorneys' fees as Landlord may have incurred in recovering possession of the Premises and for putting the same in good order or condition and preparing or altering the same for re-rent, and reasonable expenses, commissions, and charges paid by Landlord in connection with the re-letting thereof, and then to the fulfillment of the obligations of Tenant hereunder. Any such re-letting herein provided for may be, at Landlord's option, for the remainder of the Term or for a longer or shorter period. If the amount of Rent owed by Tenant under this Lease exceeds the amount recovered by Landlord pursuant to this subsection after payment of all expenses set forth herein, then Tenant shall be liable for the difference, as set forth in the following subsection.

(3) Landlord shall be entitled to collect from Tenant the Rent, late charges and all other amounts required to be paid by Tenant up to the time of termination, if any, of this Lease, or of recovery of possession of the Premises by Landlord without termination of this Lease, as the case may be, and thereafter Tenant shall, if required by Landlord, pay to Landlord until the end of the Term the equivalent of all of the amounts to be paid by Tenant hereunder for the remainder of the Term less the net proceeds of re-letting, as set forth in the previous subsection, and the same shall be due and payable by Tenant on the several rent days specified in this Lease, or alternatively, at Landlord's option, Landlord may instead immediately recover from Tenant an aggregate sum which at the time of termination of this Lease or recovery of possession of the Premises by Landlord without terminating this Lease represents the then present worth of the excess, if any, of the aggregate Rent and other charges payable by Tenant hereunder that would have accrued for the balance of the Term.

(4) In the event of a breach or threatened breach by Tenant of any of the terms, covenants and conditions of this Lease, Landlord shall have the right of injunction and the right to invoke any remedy allowed at law or in equity as if re-entry, summary proceedings and other remedies were not herein provided for. Mention in this Lease of any particular remedy shall not preclude Landlord from any other remedy, in law or in equity. Notwithstanding the above, Tenant shall pay all costs, expenses, and attorneys' fees, reasonably incurred or paid at any time by Landlord, including initial collection efforts and continuing through all litigation, appeals and any post-judgment execution efforts until fully satisfied, because of the failure of Tenant to perform and comply with all of the terms, covenants and conditions of this Lease.

C. **Miscellaneous.**

(1) Notwithstanding any other agreements between Landlord and Tenant, in the event of default by Tenant, any charges, obligation or rents previously waived by Landlord as and for a Concession shall be deemed immediately due and payable as if no such concession had even existed.

(2) Notwithstanding anything to the contrary in this Lease, under no conditions shall Tenant have the right to set-off any claim, demand, charge or defense which Tenant may have against Landlord against any Rent payments due. The prompt and punctual payment of Rents

shall be deemed an independent covenant of this Lease not subject to any such set-off. Notwithstanding any law to the contrary, no claim or demand by Tenant shall be deemed a defense to any eviction or repossession action filed by Landlord based upon any Lease violation. Tenant further agrees that any such claim against Landlord shall not be filed as defense or counterclaim to any eviction action but, if actionable, must be filed in a separate action.

(3) Tenant hereby grants and gives a lien (in addition to any rights Landlord may have under Florida Statutes) and security interest in and on all the furniture, fixtures, goods and chattels of Tenant which shall or may be brought or put on the Premise (or which are normally kept on the Premises) as security for the payment of Rent owed by Tenant under this Lease, and Tenant agrees that the said lien and security interest may be enforced by distress, foreclosure or otherwise at the election of Landlord.

(4) The failure of Landlord to insist on strict performance of any term, covenant or condition hereof, or to exercise any option herein contained, shall not be construed as a waiver of such term, covenant or condition in any other instance.

ARTICLE SEVENTEEN - HOLDING OVER: If Tenant or any party claiming under Tenant holds over possession at the expiration of the term, such holding over will not be deemed to extend the Term or renew this Lease. The holding over will be deemed to be an unlawful detainer and the parties holding over will be subject to the immediate eviction and removal. Tenant agrees to pay Landlord on demand; for any period Tenant holds the Premises after expiration of the term, Rent at a rate equal to two (2) times the Rent (computed daily) in effect for the month immediately prior to the holdover period. Tenant also agrees to comply with all other terms of this Lease while Tenant is in possession of the Premises. Tenant also agrees to pay all damages, consequential, as well as direct, which Landlord sustains as a result of such holding over.

ARTICLE EIGHTEEN - SUBORDINATION OF LEASE. This Lease shall be subject and subordinate to all mortgages, deeds of trust, ground leases, and declaration or condominium that may now or hereafter affect this Lease or the Center and also to all renewals, modifications, consolidations, amendments, and replacements of such mortgages, deeds of trust, ground leases and/or declaration of condominium. Although no instrument or act on the part of Tenant shall be necessary to effectuate such subordination, Tenant shall, nevertheless, execute and deliver such further instruments confirming such subordination of this Lease as may be desired by the holders of such mortgages, deeds of trust, ground leases or parties to such declaration of condominium. Tenant hereby appoints Landlord its attorney-in-fact, irrevocably, to execute and deliver any such instrument for Tenant. Notwithstanding the foregoing, no such mortgage, deed of trust, ground lease or declaration of condominium entered into after the date hereof shall require or permit the dispossession of Tenant hereunder unless Tenant shall be in default hereunder or this Lease shall have been terminated pursuant to the terms hereof.

ARTICLE NINETEEN - NOTICES. All notices required or permitted to be given to Landlord or Tenant hereunder shall be in writing and may be either hand delivered, mailed postage prepaid by US Certified mail, return-receipt requested or by receipted national overnight courier to the following addresses:

To Tenant: To the Premises or to the address for Tenant at time beginning of this Lease.

To Landlord: 11911 US Highway 1, Suite 206, North Palm Beach, Florida 33408

Delivery shall be deemed made on time date of receipt or refusal by the recipient, as the case may be

ARTICLE TWENTY - RIGHT TO INSPECT AND REPAIR AND TO SHOW PREMISES. Landlord may enter the Premises at all reasonable times for the purpose of inspection or the making of such repairs, replacements or additions in, to, on, or about the Premises, Building or Center, as Landlord deems necessary or desirable. For this purpose, Tenant shall always supply Landlord with keys to all entry doors to the Premises. Tenant shall have no cause of action or claim against Landlord by reason of such entry. Landlord may show the Premises to prospective purchasers and mortgagees and, during the six (6) months prior to termination of this Lease, to prospective Tenants after reasonable notice to Tenant.

ARTICLE TWENTY-ONE - NO OTHER REPRESENTATION. No representation or promises shall be binding on the parties hereto except those representations and promises contained herein or in some future writing signed by the party to be bound by such representation or promise.

ARTICLE TWENTY-TWO - TENANT'S ACKNOWLEDGMENT. Tenant shall, from time to time, execute, acknowledge, and deliver to Landlord, within ten (10) days of Landlord's written request, a written statement certifying that this Lease is unmodified and in full force and effect, or that the Lease is in full force and effect as modified and listing the instruments of modification, time dates to which the Rents and other charges have been paid, and whether or not, the Rents and other charges have been paid, and whether or not Landlord is in default hereunder and, if so, specifying the nature of the default. It is intended that any such statement delivered pursuant to this Article may be relied upon by a prospective purchaser of Landlord's interest or mortgagee of Landlord's interest or assignee of any mortgage upon Landlord's interest in the Center.

ARTICLE TWENTY-THREE - ASSIGNMENT

A. **General Prohibition.** The identity and financial position of the Tenant is a material consideration of Landlord entering into this Lease. Tenant shall not, directly or indirectly, assign or sublet any portion under this Lease, nor permit all or any part of the Premises to be used or occupied by another, without first obtaining the consent of Landlord, which consent shall be in Landlord's sole discretion. Any mortgage, pledge or assignment of this Lease, or if Tenant is a corporation, any transfer of this Lease from Tenant through any change in the ownership of or power to vote the majority of the outstanding voting stock of Tenant, shall constitute an assignment for the purposes of this Article.

B. **Merger/Consolidation.** Time provisions of this Article shall apply to a transfer of a majority of the stock of Tenant as if such transfer were an assignment of this Lease.

C. **Procedure.** To be effective, any assignment or sublease must be in writing and signed by the Landlord, Tenant and assignee/subTenant, and shall set forth the entire consideration being given and received. The acceptance of Rent from any other person shall neither be deemed to be a waiver of any of the provisions of this Lease nor be deemed to be a consent to the assignment of this Lease or subletting of the Premises. If Landlord shall consent to any assignment or subletting, and as an additional condition to Landlord's consent thereto, Rent shall as of the effective date of such assignment or subletting increase by five percent (5%) per annum above those amounts stipulated to be due under this Lease, and assignee/subTenant shall assume all obligations of Tenant hereunder including, without limitation the obligation to obtain Landlord's consent to any further assignment or subletting, and neither Tenant nor any assignee/subTenant shall be relieved of any, and shall remain responsible for all, obligations or liability hereunder. In the event Tenant shall request the consent of Landlord to any assignment or subletting of this Lease, Tenant shall pay, as Additional Rent, all of Landlord's administrative costs, overhead, reasonable attorneys' fees and processing costs incurred by Landlord in connection therewith regardless of whether or not Landlord consents to any such assignment or subletting. Notwithstanding anything contained herein to the contrary, in the event that at any time during the Term Tenant desires to assign this Lease or to sublet all or part of the Premises, Tenant shall notify Landlord in writing of the terms of the proposed assignment or subletting and the area so proposed to be sublet and, Landlord shall have the option to terminate this Lease wholly in the event of a proposed assignment or sublet of the whole Premises, or partially as to the portion of the Premises proposed to be sublet, upon notice to Tenant within thirty (30) days after receipt of notice of Tenant's intention to assign or sublet. If Landlord's election to terminate involves only a portion of the Premises, the Rent specified in this Lease shall be adjusted proportionately on the basis of the number of Square Feet retained by Tenant and this Lease shall continue in full force and effect in all other respects. In the event Tenant shall request an assignment of this Lease, then if Landlord consents to such assignment, such assigning Tenant hereby agrees that upon the effective date of such assignment such assigning Tenant hereby waives and releases Landlord of any and all claims, actions, demands, offset, costs, expenses and damages of whatever nature arising from the period prior to the effective date of such assignment.

D. Notwithstanding anything contained in this Lease to the contrary, Landlord shall not be obligated to entertain or consider any request by

Tenant to consent to any of the following: (a) assignment of this Lease, or, (b) modification of the Lease, or, (c) sublet of all or any part of the premises, or, (d) termination of this Lease in lieu of assignment, modification or sublet, for the purpose of creating a new Lease with a replacement Tenant in the premises, unless each request by Tenant is accompanied by a non-refundable administrative fee payable to Landlord in the amount of \$1,000.00 for processing each of Tenant's requests. In addition, and as a condition of assignment, subletting, modifying, or terminating the Lease for the purpose of creating a new Lease with a replacement Tenant, or, in the event that any Tenant request permitted herein is not consummated, then in that case, upon demand, Tenant agrees to pay all fees and expenses, including, but not limited to, administrative, legal and other costs incurred by Landlord as the result of Tenant's request.

ARTICLE TWENTY-FOUR- BROKERS. Tenant represents and warrants that it has dealt with no Real Estate Broker, Agent or other person in connection with this Lease. Tenant agrees to hold harmless and indemnify Landlord from and against any other broker, agent, or person claiming compensation or commission by virtue of having dealt with Tenant in regard to this Lease including, but not limited to, attorney's fees through all trial and appellate levels and post judgment proceedings and whether or not suit or any other proceeding is instituted. The provisions of this Article shall survive the expiration or earlier termination of this Lease.

ARTICLE TWENTY-FIVE - HAZARDOUS WASTE AND INDEMNITY.

A. Tenant represents, warrants and covenants with Landlord that neither Tenant nor any employee, agent, licensee, invitee, client or customer of Tenant nor any party acting at the direction of or with the express or implied consent of Tenant or any employee or agent of Tenant shall (i) dispose of, on, bury beneath, or percolate beneath the Center or any portion thereof any hazardous waste; (ii) remove from the Center or any portion thereof and store off site of the Center any hazardous waste; (iii) release or permit the release of hazardous waste on or from the Center or any portion thereof; (iv) use or permit the use of the Center or any portion thereof for handling, transportation or disposal of a hazardous waste.

B. In addition to, and not limitation of, the provisions contained in this Article Twenty-Four, Tenant shall, at all times during the Term comply with all federal, state, and local hazardous waste and environmental rules, regulations, statutes, codes, ordinances and other laws including those hereafter enacted, applicable to the Center or any portion thereof including, but not limited to, the Premises and/or Tenants use of any of the foregoing, including, but not limited to, the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended ("CLRCLA"), and the Resource Conservation and Recovery Act of 1976, as amended ("RCRA").

C. Tenant shall fully and promptly pay, perform, discharge, defend, indemnify and hold Landlord harmless from and against all claims, orders, demands, actions, proceedings, and/or suits, and all losses, cost, damages and expenses, including, but not limited to, court cost technical consultant fees and expenses, and reasonable attorney's fees, paraprofessional fees and expenses at all trial and appellate levels and post judgment proceedings and regardless of whether or not any action, proceeding or suit may be instituted arising or resulting from any act, occurrence or omission in violation of or contrary to the covenants, representation and warranties made herein. The provisions of this Article shall survive the expiration or earlier termination of this Lease.

ARTICLE TWENTY-SIX - MISCELLANEOUS.

A. **Attorney Fees.** If any legal action or other proceeding is brought for the enforcement of this Lease, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Lease, the prevailing party shall be entitled to recover reasonable attorney's fees, court costs and all expenses even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals) incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

B. **Waiver of Jury Trial.** IT IS MUTUALLY AGREED BY AND BETWEEN LANDLORD AND TENANT THAT THE PARTIES HERETO DO HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER ON ANY MATTERS ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE. THIS WAIVER IS MADE WITHOUT DURESS AND ONLY AFTER EACH OF THE PARTIES THERETO HAS HAD THE BENEFIT OF ADVICE FROM LEGAL COUNSEL AS TO THIS LEASE. TENANT FURTHER AGREES THAT IT SHALL NOT INTERPOSE ANY COUNTERCLAIM OR COUNTERCLAIMS IN ANY SUMMARY PROCEEDING OR IN ANY ACTION BASED UPON NON-PAYMENT OF RENT OR ANY OTHER PAYMENT REQUIRED BY TENANT HEREUNDER.

C. **Limitation of Liability.** The term "Landlord" as used herein shall mean only the owner at the time in question, of the fee title to the Center. In the event of any transfer of such title, Landlord herein named (and in the case of any subsequent transfers, then the grantor) shall be relieved from and after the date of such transfer of all liability as to subsequent obligations of Landlord, provided that any funds in the hands of Landlord or the then grantor at the time of such transfer, in which Tenant has an interest, shall be delivered to the grantee. The obligations contained in this Lease to be performed by Landlord shall, subject to the above, be binding on Landlord's successor's and assigns, only during their respective periods of ownership. The obligations of Landlord under this Lease do not constitute personal obligations of Landlord or its individual partners, shareholders, directors, officers, employees and agents, and Tenant shall look solely to Landlord's then existing interest in the Premises, and to no other assets, for satisfaction of any liability in respect of this Lease, and will not seek recourse against Landlord's individual partners, shareholders, directors, officers, employees or agents, or any of their personal assets for such satisfaction. No other properties or assets of Landlord shall be subject to levy, or other enforcement procedures for the satisfaction of any judgment (or other judicial process) or for the satisfaction of any other remedy of Tenant arising out of or in connection with this Lease, the relationship of Landlord and Tenant, or Tenant's USC of the Premises. Tenant's sole right and remedy in any action concerning Landlord's reasonableness (where the same is required under this Lease) shall be an action for either declaratory judgment or specific performance.

D. **Headings.** The Article and Article headings in this Lease shall not be taken into consideration in any construction or interpretation of this Lease or any of its provisions. Should any provision of this Lease require judicial interpretation, it is agreed by the parties hereto that the court interpreting or construing the same shall not apply a presumption that any such provision shall be more strictly construed against the party who itself or through its agent prepared the same, as all parties have participated in the preparation of the provisions of this Lease and that all terms, covenants and conditions were negotiable.

E. **Applicability to Heirs, Successors and Assignees.** The Provisions of this Lease shall apply to, bind, and insure to the benefit of the Landlord and Tenant, and their respective heirs, successors, legal representatives, and permitted assigns.

F. **Partial Invalidation.** If any provision of this Lease be invalid or unenforceable, the remainder of this Lease shall not be affected thereby.

G. **Condominium.** In the event that Landlord, in Landlord's sole discretion, shall submit the Premises, Building and/or Center to the condominium form of ownership, Tenant agrees that it shall cooperate with such submission, shall execute any joinder and other documents reasonably necessary and shall permit access to the Premises for inspection and surveys at reasonable times.

H. **Government Law, Venue.** This Lease shall be governed by the State of Florida and venue shall be in Palm Beach County.

I. **Limitations on Recording.** Neither this Lease nor any memorandum or notice thereof may be recorded by Tenant in the public records. Landlord, at its option, may elect to record in the public records this Lease or any appropriate memorandum or notice setting forth certain provisions hereof.

J. **Joint and Several Liability.** In the event Tenant shall consist of more than one party, then each such party shall be held jointly and severally liable for any and all obligations of Tenant hereunder.

K. **Addenda.** This Lease may, but not necessarily shall, contain additional provisions set forth in one or more Addenda hereto. To the extent, if at all, that any provisions in any such Addenda conflict with the provisions in this Lease, then the provisions in such Addenda shall control.

L. **Radon Gas.** Radon is a naturally occurring radioactive gas that, when it has accumulated in building in sufficient quantities, may

present health risk to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

M. **Amendment; Waiver; Approval; Consent.** This Lease constitutes the entire agreement between the parties, and shall not be amended or modified except in writing signed by both parties, and in such event shall be deemed a part of this Lease as if originally made a part hereof. Failure of Landlord to exercise any of its rights in one or more instances shall not be construed as a waiver of Landlord's right to strict performance of such rights or as to any subsequent breach of any such rights. Wherever this Lease requires either Landlord's consent or approval, such consent or approval shall only be deemed given when in writing.

N. **Rights.** The rights of Landlord hereunder shall be cumulative, and failure on the part of Lessor to exercise promptly any rights given hereunder or under Florida law shall not operate to waive or forfeit any of said rights.

O. **Counterparts.** This Lease may be executed simultaneously in two or more counterparts, each which shall be deemed an original but all of which shall constitute one and the same instrument. Facsimile signatures by any party on counterpart copies of this Lease shall be determined on original signature for purposes of execution of this Lease.

P. **Time of Essence.** It is understood and agreed between the parties hereto that time is of the essence of this Lease and this applies to all of the terms, covenants and conditions of this Lease. All "days" set forth in this Lease shall be deemed to be "calendar days" unless specifically stated to the contrary.

Q. **Accord And Satisfaction.** No receipt and retention by Landlord of any payment by Tenant in connection with this Lease shall constitute an accord, satisfaction, or settlement, notwithstanding any accompanying statement, instruction or other assertion to the contrary, unless Landlord expressly agrees to an accord and satisfaction, or other settlement, in a separate writing duly executed by Landlord. Landlord may retain any payments so tendered, notwithstanding any accompanying instructions by Tenant to the contrary. Landlord will be entitled to treat any such payments as being received on account of any item of Rent, interest or expense, in such amounts and in such order as Landlord may determine in Landlord's sole discretion.

R. **Effect of Bankruptcy.** Tenant shall not assign, mortgage or encumber this Lease, nor sublet, nor suffer or permit the Premises or any part thereof to be used by others, except as specifically set forth in Article 21 above; provided, however, that if this Lease is assigned to any person or entity pursuant to the provisions of the Bankruptcy Code, 11 U.S.C. § 101 et seq. (the "Bankruptcy Code"), any and all monies or other considerations payable or otherwise to be delivered in connection with such assignment shall be paid or delivered to Landlord, shall be and remain the exclusive property of Landlord and shall not constitute property of Tenant or of the estate of Tenant within the meaning of the Bankruptcy Code. Any and all monies or other considerations constituting Landlord's property under the preceding sentence not paid or delivered to Landlord shall be held in trust for the benefit of Landlord and be promptly paid to Landlord.

S. **Landlord's Reserved Rights.** Landlord reserves the right at any time, without notice and without constituting an actual or constructive eviction or entitling Tenant to an abatement, offset or diminution of Rent, to (i) make or permit changes in the Center including additions, subtractions, rearrangements and/or alterations to and/or from the Buildings and Common Areas; (ii) construct improvements in the Center including, without limitation, kiosks, pushcarts and displays; (iii) to convey portions of the Center to others for the purpose of constructing thereon other buildings or improvements, including additions thereto and alterations thereof, and (iv) Landlord shall have the right to sell the Building, Center or any portion(s) thereof and assign this Lease, the Deposit and Prepaid Rent to the purchaser, and upon such assignment Landlord shall be released from all subsequent obligations under this Lease and Tenant agrees to attorn to such purchaser, or any other successor or assign of Landlord through foreclosure or deed in lieu of foreclosure or otherwise, and to recognize such person as successor Landlord under this Lease. In addition, Landlord shall have the exclusive right to use all or any part of the roof of the Premises for any purposes, to erect additional stories or other structures over all or any part of the Building and Center, to erect in connection with the construction thereof temporary scaffolds and other aids to construction on the exterior of the Premises, provided that access to the Premises shall not be denied; and to install, maintain, use, repair and replace within the Premises pipes, ducts, conduits, wires and all other mechanical equipment serving other parties of the Building and/or Center, the same to be in locations within the Premises as will not unreasonably deny Tenant's use thereof. Landlord may make any use it desires of the side or rear walls of the Premises or other structural elements of the Premises (including, without limitation, free-standing columns and footings for all columns), provided that such use shall not encroach on the interior of the Premises unless (i) all work carried on by Landlord with respect to such encroachment shall be carried out in such a manner as not to unreasonably interfere with Tenant's operations in the Premises, (ii) Landlord, at Landlord's expense, shall repair all physical damage to the Premises resulting from such work. In addition, in the event Landlord decides to remodel, alter or demolish all or any part of the Center or Building, or in the event of the sale or long-term lease of all or any part of the Center or Building, Tenant shall vacate the Premises upon sixty (60) days notice, this Lease shall terminate upon the expiration of such sixty (60) day period as if that date were the expiration date originally set forth herein, and Landlord shall refund to Tenant the remaining portion of the Deposit and the unamortized book value of Tenant's improvements (excluding furniture, fixtures and equipment).

T. **Relocation of Premises.** Landlord expressly reserves the right (but will not be obligated), at its expense, to remove Tenant from the Premises (Existing Space) and relocate Tenant to other comparable space ("Relocation Space") of Landlord's choosing of approximately the same dimensions and size within the Center. Upon relocation, the Relocation Space shall be deemed for all purposes to be the Premises under this Lease. Prior to relocation, the Relocation Space will be decorated by Landlord, at its expense, which may, in Landlord's sole election, include equipment, fixtures, machinery, decorations and materials from the Existing Space and/or other materials, so that the Relocation Space will be comparable in its interior design and decoration to the Existing Space. Base Rent, Tenant's Proportionate Share and any computations based on floor area shall be adjusted to reflect any proportionate increase or decrease (as determined in Landlord's reasonable discretion) in the size of the Premises as a result of the relocation, to be effective as of the relocation date. Landlord shall only be responsible for the actual cost of relocating Tenant from the Existing Premises to the Relocation Space and decorating the Relocation Space as provided herein. Upon request, Tenant will execute and deliver to Landlord any documents which Landlord requests to evidence and confirm the relocation.

U. **Force Majeure.** Landlord shall not be required to perform any term, covenant or condition in this Lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, labor disputes (whether lawful or not), material or labor shortages, restrictions by any Governmental Authority, civil riots, floods, hurricanes, and any other cause not within the control of Landlord.

V. **Authority; Liability.** If Tenant signs as a corporation, partnership, or other entity, each of the persons executing this Lease on behalf of Tenant, does hereby covenant and warrant to Landlord that Tenant is duly authorized to transact business, is in good standing and existing, that Tenant is qualified to do business in the State of Florida, Tenant has full right and authority to enter into this Lease, and that the person(s) signing on behalf of Tenant were authorized to do so. If two (2) or more individuals, corporations, partnerships or other entities shall sign this Lease as Tenant, the liability of each such individual, corporation, partnership or other entity to pay Rent and perform all other obligations hereunder shall be deemed to be joint and several and all notices, payments and agreements given or made by, with or to any one of such individuals, corporations, partnerships, or other entities shall be deemed to have been given to all of them. In addition, if Tenant shall be a partnership or other entity, the members of which are, by virtue of statute or federal law, subject to personal liability, the liability of each such member shall be joint and several. Nothing contained in this Lease shall be construed to confer upon any other party the rights of a third party beneficiary, except rights contained herein for the benefit of any mortgagee(s) of Landlord.

W. **Guaranty.** The payment of all rents and charges and the performance of all covenants of Tenant, required by this Lease are guaranteed pursuant to that Guaranty, a copy of which is attached hereto and made a part hereof as EXHIBIT E. Tenant shall provide to Landlord

annually (on the anniversary of the Commencement Date) Tenant's and Guarantor's financial statements prepared and certified by a nationally recognized independent certified public accounting firm; and if Tenant or Guarantor is an individual a copy of Tenant's and Guarantor's, as applicable, federal tax returns filed with the United States Internal Revenue Service for the immediately preceding calendar year prepared by an independent certified public accounting firm, or if not prepared by an independent certified public accounting firm then a copy of federal tax returns filed within the United States Internal Revenue Service for the immediately preceding calendar year along with financial statements for the immediately preceding calendar year through the annual quarter immediately preceding the Commencement Date anniversary prepared and certified by an independent certified public accounting firm.

WITNESS WHEREOF, the parties hereto have executed this Lease the day, month and year aforesaid.

WITNESSES:

LANDLORD:
42ND STREET, LEC d/b/a PALM COURT

By: _____
Robert Spiegel

Title: Member

WITNESSES:

TENANT: Ultra Vision Corporation

By: _____

Title: _____

EXHIBIT A
LAND

Legal Description:

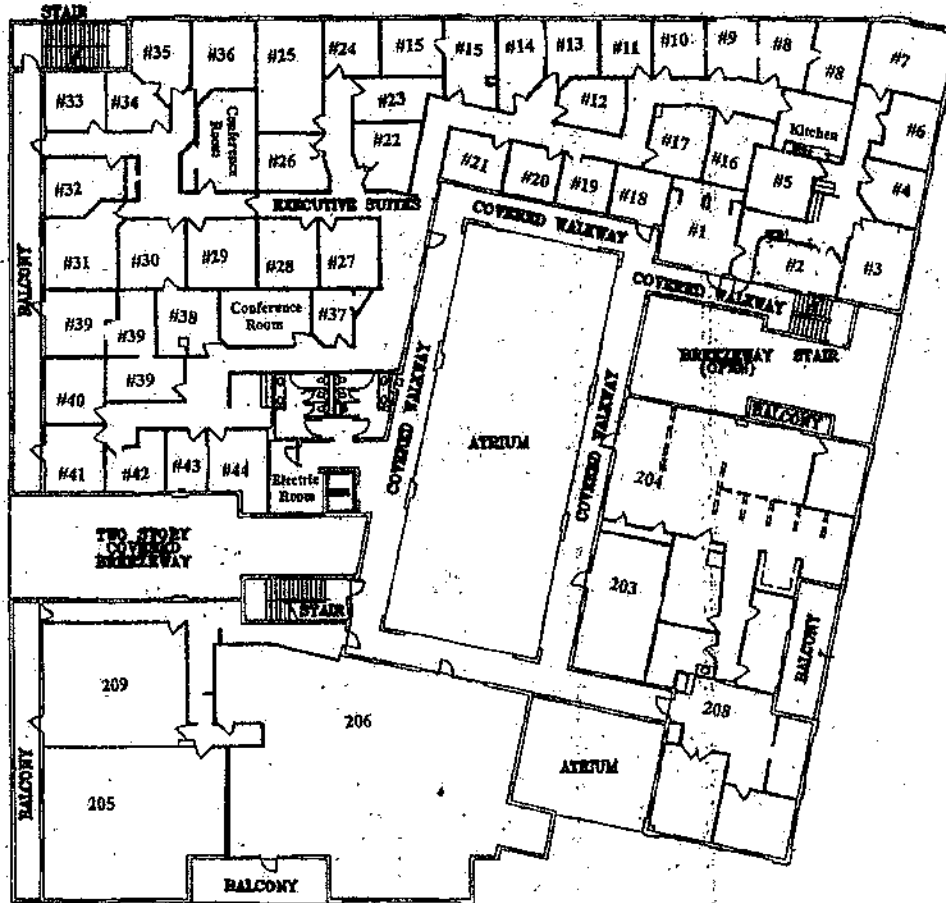
A Parcel of land in the northwest quarter of Section 4, Township 42 South, Range 43 East, Palm Beach County, Florida, being more particularly described as follows:

Commence at the intersection of the south line of the said northwest quarter with the centerline of U.S. Highway No. 1 (State Road 5) per Road Plat Book 2, Pages 105 through 117, of the public records of Palm Beach County, Florida; thence along said centerline, north 12°03'40" east for 2150.00 feet; thence parallel with the said south line of the northwest quarter, south 90°00'00" west for 59.31 feet to the west right-of-way of said U.S. Highway 1 per official Records Book 5082, Pages 508 and 509, of said public records, and the point of beginning; thence along said west right-of-way, and the northerly extension thereof, parallel with said centerline, North 12°03'40" east for 300.00 feet; thence parallel with the said south line of the northwest quarter, north 90°00'00" west for 444.56 feet; thence parallel with the said centerline, south 12°03'40" west for 100.00 feet to the easterly extension of the north boundary of the plat of Guarino Subdivision, recorded in Plat Book 24, page 26, of said public records; thence along said extension north 90°00'00" west for 58.07 feet to the northeast corner of said plat; thence along the east boundary of said plat, south 00°00'00" west for 195.58 feet to the southeast corner of said plat; thence parallel with the said south line of the northwest quarter, south 90°00'00" east for 460.84 feet to the point of beginning.

Containing 3.16 acres, more or less

EXHIBIT A
LAND continued

Site Plan



A-2  **Palm Court Plaza**
11911 U.S. HIGHWAY 1
North Palm Beach, Florida 33408

EXHIBIT B
LANDLORD IMPROVEMENTS

- Entry ½ wall reduced to 42" in height and remove glass top
- Remove partition wall between suite 203 and 204, extend drop ceiling, drywall one door opening and relocate A/C intake to drop ceiling
- Any floor repairs will be Tenants responsibility

EXHIBIT C
TENANT IMPROVEMENTS

EXHIBIT D
RULES AND REGULATIONS

The following additional provisions apply to the Tenant's use of the Premises and Common Areas at Palm Court.

1. TENANT SHALL:

- 1.1 Keep the interior and exterior of all glass of the doors, windows, and entries of the Premises clean;
- 1.2 Promptly replace any cracked or broken window glass of the Premises;
- 1.3 Maintain the Premises in a clean, orderly and sanitary condition, free of termites, rodents, etc.; using Landlord's designated pest control service at such intervals required by the Landlord;
- 1.4 Keep any refuse in containers approved by Landlord within the Premises until removed as herein provided. Keep perishable refuse in a properly refrigerated area provided by the Tenant until such refuse is required for removal from the Center, when required by any governmental authority having jurisdiction, provide facilities or accommodations within the Premises for refuse, and their pickup in accordance with such requirements; have garbage, trash, rubbish, and refuse removed at Tenant's expense on a regular basis prescribed by Landlord, and have all construction debris removed regularly during the course of construction and promptly after the completion of any construction;
- 1.5 Comply with all Governmental Requirements now or hereinafter in effect;
- 1.6 Keep all mechanical apparatus free of vibrations and noise which may be transmitted beyond the Premises; and before closing and leaving the Premises at any time, with all entrance doors and windows locked.

2. TENANT SHALL NOT:

- 2.1 Place or maintain any merchandise or other articles in any vestibule or entry of the Premises, on the sidewalks adjacent to, or elsewhere on the exterior of the Premises or Common Areas;
- 2.2 Use or permit the use of advertising media objectionable to Landlord, including, without limitation, loud speakers, public address systems, sound amplifiers/systems, or radio or television apparatus within the Center, which is in any manner audible or visible whether inside or outside of the Premises;
- 2.3 Permit accumulations of refuse within or adjacent to the Premises;
- 2.4 Cause, suffer, or permit odors to emanate or be dispelled from the Premises, and upon the direction of the Landlord shall forthwith remedy any situation in a breach of this provision;
- 2.5 Solicit business in the Common Areas nor distribute handbills or other advertising material to, in, or upon any automobiles parked in the Common Areas;
- 2.6 Permit parking of delivery vehicle to interfere with use of Common Areas;
- 2.7 Receive, ship, load, or unload merchandise, supplies, materials, debris, garbage, trash, refuse, or articles of any kind except through or across areas designated from time to time by the Landlord;
- 2.8 Mount or place an antenna or aerial of any nature on the exterior of the Premises;
- 2.9 Use the plumbing facilities for any other purpose than that for which they were intended, or permit any substance of any kind to be thrown therein (the expense of any breakage, stoppage, or damage resulting from a violation of this shall be borne by the Tenant);
- 2.10 Use any part of the Premises for lodging, sleeping, or any illegal purposes;
- 2.11 Cause or permit any machines selling merchandise, rendering services, or providing, however operated, entertainment, including vending machines and pay telephones to be present on the Premises;
- 2.12 Permit Tenant's employees, agents, contractors, invitees, and guests to park (however briefly) around the perimeter or curb area directly adjoining the Buildings, or in areas designated as "No Parking", "Loading Zone" or "Fire Lane";
- 2.13 Attach awnings or other projections to outside walls or windows of Buildings without prior written consent of Landlord;
- 2.14 Place articles in front of or affixed to any part of the exterior of the Buildings or Common Areas, not in the halls, corridors, or other public parts of the Buildings;
- 2.15 Bring or keep, or permit to be brought or kept, any flammable, combustible, or explosive fluid, material, chemical, or substance in or about the Premises;
- 2.16 Bring or keep bicycles, vehicles, or animals of any kind in or about the Premises;
- 2.17 Use any space in the Buildings for manufacturing, or for the storage or sale of merchandise, goods, or property of any kind, at auction, without the prior written consent of the Landlord;
- 2.18 Place additional locks or bolts of any kind upon any of the doors or windows, nor change locks;
- 2.19 Without the Landlord's prior written consent, (a) make any changes to or paint the store front or outside walls of the office; (b) install any exterior lighting, decorations, or paintings; or (c) erect, install, or affix any sign, window, or door lettering, place cards, decorations, or advertising media of any type which can be viewed from the exterior of the Premises, and in this regard, the Tenant acknowledges it will be required to comply with the Landlord's directives concerning signage, as uniformly and reasonably applied;
- 2.20 Allow to be used in the Buildings, any hand truck or other means of conveyance, except those equipped with rubber tires and other such safeguards as the Landlord may require, either by the Tenant or its agents or contractors, in the delivery, shipping, or receipt of merchandise, freight, or other matter;
- 2.21 Place or permit to be placed on any part of the floor of the Premises, its immediate vicinity, or Common Areas, a load exceeding the floor load per square foot which such floor was designed to carry, and which is allowed by law. (The Landlord reserves the right to prescribe the weight and positions of safes and other heavy matter which must be placed so as to distribute the weight).
- 2.22 No cooking shall be done or permitted in the Buildings by the Tenant without the prior consent of the Landlord;
- 2.23 Tenant shall, upon termination of its tenancy, restore or return to the Landlord all keys of stores, offices, and toilet rooms, either furnished to or otherwise procured by the Tenant;
- 2.24 Landlord retains access keys to all premises, but, assumes no responsibility for the Tenant's inventory or effects;
- 2.25 Any Tenant who has exclusive use of an elevator serving its premises, shall be fully responsible, at its expense, for maintaining said elevator in good operating condition;
- 2.26 Vertical blinds may only be used for all publicly exposed exterior glass panels, subject to the prior written consent of the Landlord as to quality, style, and color;
- 2.27 If the Tenant should use advertising which in the Landlord's opinion tends to impair the reputation or desirability of the Center upon notice from the Landlord, the Tenant shall refrain from or discontinue such advertising;
- 2.28 The Tenant shall not install a pay telephone without the prior written consent of the Landlord, which shall not be unreasonably withheld, and any income or fees by reason thereof shall be and remain the property of the Landlord.

TENANT: Ultra Vision Corporation

By: _____

Date: _____

EXHIBIT E
GUARANTY OF LEASE AGREEMENT

THIS GUARANTY OF LEASE AGREEMENT ("Guaranty") is made and entered into this 13th day of January, 2020 by Guy W. Scott, having a business address at 11911 US Highway 1, Suites 203-204, North Palm Beach, FL 33408 ("Guarantor"), in favor of 42nd STREET, LLC d/b/a PALM COURT, ("Landlord").

WITNESSETH:

WHEREAS, Ultra Vision Corporation ("Tenant"), 42nd STREET, LLC, d/b/a PALM COURT ("Landlord") entered into that certain Lease ("Lease") dated January 25th, 2020, with respect to the Promises as more particularly described in the Lease in the Center (as defined in the Lease) (all capitalized terms not defined herein shall have the same meanings ascribed to them in the Lease); and

WHEREAS, in order to induce Landlord to enter into the Lease, the undersigned Guarantor(s) have agreed to guaranty the payment of all rents and charges, and the performance of all of Tenant's obligations, under the Lease including all Lease extensions and month to month occupancy.

NOW, THEREFORE, in consideration of the execution and delivery of the Lease by Landlord, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Guarantor hereby agrees as follows:

1. The undersigned individually, jointly and severally hereby guaranty to the Landlord and to any mortgagee holding a mortgage upon the interest or Landlord in the Premises, the due and punctual payment of all rent payable under the Lease, and each and every installment thereof, as well as the full and prompt and complete performance by the Tenant of each and all of the terms, covenants and conditions in the Lease contained on the part of the Tenant therein to be kept, observed and performed, for the Term, with no less force and effect than if the undersigned were named as the Tenant in the Lease, and the undersigned, jointly and severally, will forthwith on demand pay all amounts at any time in arrears, and will make good any and all Events of Default occurring under the Lease. Guarantor hereby waiving any rights to prior demand or Landlord's enforcement of the Lease first against Tenant. This Guaranty and the liability of the undersigned shall be absolute, continuing and unlimited, and shall in no way be impaired or affected by any assignment which may be made of the Lease, or any subletting hereunder, or by any extension(s) of the payment of any Rent or any other sums provided to be paid by the Tenant. Guarantor hereby waiving any defenses against such amounts and/or performance under the Lease which Tenant may have had, asserted and/or been entitled to assert against such amounts and/or performance under the Lease.

2. No action or proceeding brought or instituted under this Guaranty against the undersigned, and no recovery had in pursuance thereof, shall be a bar or defense to any further action or proceeding which may be brought under this Guaranty by reason of any further default or defaults of Tenant. The liability of the undersigned shall not be deemed to be waived, released, discharged, impaired or affected by reason of the release or discharge of the Tenant including, but not limited to, any release or discharge pursuant to any reorganization, readjustment, insolvency, receivership or bankruptcy proceedings. There shall be no modification of the provisions of this Guaranty unless the same be in writing and signed by the undersigned and the Landlord.

3. All of the terms, covenants and conditions of this Guaranty shall be joint and several, and shall extend to and be binding upon the undersigned, their heirs, executors, administrators, and assigns, and shall inure to the benefit of the Landlord, its successors and assigns, and to any future owner of the fee of the Center referred to in the Lease, and to any mortgagee on the fee interest of the Landlord in the Center. Landlord may, without notice, assign the Lease or this Guaranty in whole or in part, and the undersigned agrees that no modification of the terms, covenants or conditions of the Lease shall in any way impair or affect the undersigned's obligations hereunder.

4. If either party hereto brings any action to enforce rights under this Guaranty, whether judicial, administrative or otherwise, the prevailing party in that action shall be entitled to recover from the losing party all fees and court costs incurred, including reasonable attorneys' fees, whether such costs and fees are incurred out of court, at trial, on appeal, or in any bankruptcy proceeding. This Guaranty and the rights and obligations of the parties hereto are governed by the laws of the State of Florida.

5. If any term, covenant or condition of this Guaranty, or the application thereof to any person or circumstance, shall, to any extent, be invalid or unenforceable, the remainder of the Guaranty, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term, covenant or condition of this Guaranty shall be valid and enforceable to the fullest extent permitted by applicable law. The execution of this Guaranty prior to the execution of the Lease shall not invalidate this Guaranty or lessen the obligations of the Guarantor(s) hereunder.

6. LANDLORD AND THE UNDERSIGNED HEREBY MUTUALLY WAIVE ANY AND ALL RIGHTS WHICH EITHER MAY HAVE TO REQUEST A JURY TRIAL IN ANY PROCEEDING AT LAW OR IN EQUITY IN ANY COURT OF COMPETENT JURISDICTION WHICH PROCEEDING IS UNDER, IN CONNECTION WITH OR RELATED TO THIS GUARANTY. THE UNDERSIGNED ACKNOWLEDGES THAT THE WAIVER IS A MATERIAL INDUCEMENT TO LANDLORD TO ENTER INTO THE LEASE.

7. This Guaranty contains the entire agreement between the parties with respect to the matters contained herein, and shall not be modified except in writing executed by all parties.

IN WITNESS WHEREOF, the undersigned have executed this Guaranty on this _____ day of _____, 2020

GUARANTOR: Guy W. Scott

Print Name: _____

Tax ID No./SSN: _____

Address: _____

STATE OF FLORIDA
COUNTY OF PALM BEACH

This instrument was sworn, subscribed and acknowledged before me on this _____ day of _____, 2020

by _____, who is personally known to me or who produced Florida drivers' license(s), as identification.

Notary Public

EXHIBIT E
GUARANTY OF LEASE AGREEMENT

THIS GUARANTY OF LEASE AGREEMENT ("Guaranty") is made and entered into this 13th day of January, 2020 by Helen E. Scott, having a business address at 11911 US Highway 1, Suites 203-204, North Palm Beach, FL 33408 ("Guarantor"), in favor of 42nd STREET, LLC, d/b/a PALM COURT, ("Landlord").

WITNESSETH:

WHEREAS, Ultra Vision Corporation ("Tenant"), 42nd STREET, LLC, d/b/a PALM COURT ("Landlord") entered into that certain Lease ("Lease") dated January 25th, 2020, with respect to the Premises as more particularly described in the Lease in the Center (as defined in the Lease) (all capitalized terms not defined herein shall have the same meanings ascribed to them in the Lease); and

WHEREAS, in order to induce Landlord to enter into the Lease, the undersigned Guarantor(s) have agreed to guaranty the payment of all rents and charges, and the performance of all of Tenant's obligations, under the Lease including all Lease extensions and month to month occupancy.

NOW, THEREFORE, in consideration of the execution and delivery of the Lease by Landlord, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Guarantor hereby agrees as follows:

1. The undersigned individually, jointly and severally hereby guaranty to the Landlord and to any mortgagee holding a mortgage upon the interest or Landlord in the Premises, the due and punctual payment of all rent payable under the Lease, and each and every installment thereof, as well as the full and prompt and complete performance by the Tenant of each and all of the terms, covenants and conditions in the Lease contained on the part of the Tenant therein to be kept, observed and performed, for the Term, with no less force and effect than if the undersigned were named as the Tenant in the Lease, and the undersigned, jointly and severally, will forthwith on demand pay all amounts at any time in arrears, and will make good any and all Events of Default occurring under the Lease, Guarantor hereby waiving any rights to prior demand or Landlord's enforcement of the Lease first against Tenant. This Guaranty and the liability of the undersigned shall be absolute, continuing and unlimited, and shall in no way be impaired or affected by any assignment which may be made of the Lease, or any subletting hereunder, or by any extension(s) of the payment of any Rent or any other sums provided to be paid by the Tenant. Guarantor hereby waiving any defenses against such amounts and/or performance under the Lease which Tenant may have had, asserted and/or been entitled to assert against such amounts and/or performance under the Lease.

2. No action or proceeding brought or instituted under this Guaranty against time undersigned, and no recovery had in pursuance thereof, shall be a bar or defense to any further action or proceeding which may be brought under this Guaranty by reason of any further default or defaults of Tenant. The liability of the undersigned shall not be deemed to be waived, released, discharged, impaired or affected by reason of the release or discharge of the Tenant including, but not limited to, any release or discharge pursuant to any reorganization, readjustment, insolvency, receivership or bankruptcy proceedings. There shall be no modification of the provisions of this Guaranty unless the same be in writing and signed by the undersigned and the Landlord.

3. All of the terms, covenants and conditions of this Guaranty shall be joint and several, and shall extend to and be binding upon the undersigned, their heirs, executors, administrators, and assigns, and shall inure to the benefit of the Landlord, its successors and assigns, and to any future owner of the fee of the Center referred to in the Lease, and to any mortgagee on the fee interest of the Landlord in the Center. Landlord may, without notice, assign the Lease or this Guaranty in whole or in part, and the undersigned agrees that no modification of the terms, covenants or conditions of the Lease shall in any way impair or affect the undersigned's obligations hereunder.

4. If either party hereto brings any action to enforce rights under this Guaranty, whether judicial, administrative or otherwise, the prevailing party in that action shall be entitled to recover from the losing party all fees and court costs incurred, including reasonable attorneys' fees, whether such costs and fees are incurred out of court, at trial, on appeal, or in any bankruptcy proceeding. This Guaranty and the rights and obligations of the parties hereto are governed by the laws of the State of Florida.

5. If any term, covenant or condition of this Guaranty, or the application thereof to any person or circumstance, shall, to any extent, be invalid or unenforceable, the remainder of the Guaranty, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term, covenant or condition of this Guaranty shall be valid and enforceable to the fullest extent permitted by applicable law. The execution of this Guaranty prior to the execution of the Lease shall not invalidate this Guaranty or lessen the obligations of the Guarantor(s) hereunder.

6. LANDLORD AND THE UNDERSIGNED HEREBY MUTUALLY WAIVE ANY AND ALL RIGHTS WHICH EITHER MAY HAVE TO REQUEST A JURY TRIAL IN ANY PROCEEDING AT LAW OR IN EQUITY IN ANY COURT OF COMPETENT JURISDICTION WHICH PROCEEDING IS UNDER, IN CONNECTION WITH OR RELATED TO THIS GUARANTY. THE UNDERSIGNED ACKNOWLEDGES THAT THE WAIVER IS A MATERIAL INDUCEMENT TO LANDLORD TO ENTER INTO THE LEASE.

7. This Guaranty contains the entire agreement between the parties with respect to the matters contained herein, and shall not be modified except in writing executed by all parties.

IN WITNESS WHEREOF, the undersigned have executed this Guaranty on this ____ day of _____, 2020

GUARANTOR: Helen R. Scott

Print Name: _____

Tax ID No/SSN: _____

Address: _____

STATE OF FLORIDA
COUNTY OF PALM BEACH

This instrument was sworn, subscribed and acknowledged before me on this ____ day of _____, 2020

by _____, who is personally known to me or who produced Florida drivers' license(s), as identification.

Notary Public

EXHIBIT F
OPTION RIDER TO LEASE
OPTION TO RENEW

Provided Tenant shall have fully done, performed and observed all of the terms, covenants and conditions required hereunder to be done, performed or observed by it on the date of exercise of this renewal option and on the date the renewal option to the Term commences, the Lease shall automatically renew unless Tenant, by giving Landlord notice via mailed postage prepaid by US Certified mail, return-receipt requested or by receipted national overnight courier not more than two hundred seventy (270) days and not less than one hundred and eighty (180) days prior to the expiration of the initial Term (or then expiring extension term, if applicable), shall have the right to terminate this Lease. Otherwise the Lease will automatically renew for One (1) additional term(s) of Three (3) year(s) upon these same terms, Covenants and conditions as the initial Term of this Lease including, without limitation, Base Rent, CAM and Real Estate Taxes shall continue to be adjusted pursuant to the provisions of Article 4 of the Lease, except that upon exercise of the option(s) set forth in this Option Rider there shall be no further right to renew. In the event any right to renew and extend the Term is not, or may not pursuant to the terms of this Option Rider be, exercised by Tenant, then all succeeding options to renew and extend time Term, if any, shall automatically expire and be null and void. For purposes of this Lease, all references to the "Term" shall be deemed to be a reference as well to such additional period of time for which the initial Term shall be so extended. The option to renew and extend the Term and the right to exercise such option are personal to Tenant initially named in this Lease, and may not be exercised by any assignee, subtenant or otherwise other than Tenant initially named in this Lease. Notwithstanding the above, if Tenant has been in default of the Lease Agreement at anytime during the initial Lease Term, this Option to Renew shall be null and void.